

(7691.) WELLINGTON CITY GASWORKS EMPLOYEES.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 4th day of December, 1923, between the Wellington City Gasworks Employees' Industrial Union of Workers (hereinafter called "the union") of the one part, and the Wellington Gas Company (Limited) (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

In witness whereof the parties hereto have executed these presents the day and year first before written.

SCHEDULE.

PART I.—RETORT-HOUSE.

Hours of Work.

1. Operators, cleaners, fire-cleaners, and men employed in coaling and coking in the retort-house shall work not more than one shift of eight hours in any one day at ordinary rates, and six shifts of eight hours shall constitute an ordinary week's work.

2. Any worker employed in any of the above classes of work for less than eight hours shall be paid *pro rata* at the rates fixed hereunder according to the class of work at which he is employed.

Conditions.

3. If an operator fails to come on shift the Gas Company shall provide either another operator or divide the absent operator's pay between the other operators of the gang.

4. Any worker employed in any of the above classes of work shall be entitled to a full day off each week, or as near as possible, such day to be fixed by the company as in the past. If a worker is required to work on his day off he shall be paid double time.

Clog-money.

5. Present custom to continue. Every worker employed in the retort-house where clogs are required is to receive 3d. per day clog-money in addition to his wages.

Breakdown of Coke-conveyer.

6. In the event of the coke-conveyer breaking down the stokers shall be paid time and a half for such time as the conveyer is out of action. When such breakdowns take place the company shall as soon as possible supply a man to water the coke.

PART II.—GENERAL.

Hours of Work.

7. All the workers employed by the Wellington Gas Company shall work forty-four hours per week (8 a.m. to 5 p.m.)—eight hours per day Monday to Friday, four hours on Saturday (8 a.m. to 12 noon). The above does not apply to shift-workers, who work eight hours per day for six shifts per week. By mutual agreement half an hour may be taken by a worker for a midday meal: work would then cease at 4.30 p.m.

Wages.

8. In retort-house: Operators and fire-cleaners, £5 12s. per week; other day-shift men, £5 per week. The rates of wages being paid to gasworks employees, &c., by the Wellington Gas Company (Limited) on the 1st August, 1923, shall continue in force during the currency of this agreement.

(a.) Drivers of commercial motor vehicles: Time worked over forty-four hours up to forty-five and a quarter hours to be paid at ordinary rate. Present conditions of cleaning vehicles are to continue. The other provisions of the Drivers' award to apply.

(b.) Office-cleaners to work shifts of eight hours. Six shifts comprise a week's work.

(c.) Firebrick plant: Labourers are to be paid at the rates being paid to general labourers at the Miramar Gasworks.

(d.) Workers employed in emptying a purifier or shovelling coke in the retort-house shall be paid time and a half.

(e.) A worker handling barrels or drums of tar shall receive 1s. per day "dirt money" in addition to his wages, but this shall not apply to a single barrel or drum being handled.

(f.) The wages herein prescribed are subject to any general order of the Arbitration Court, except that it is hereby agreed that no reduction in wages shall be made during the currency of this agreement.

Holidays.

9. (a.) The following shall be holidays: Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, King's Birthday, Labour Day, and picnic day.

(b.) Retort-house workers are to be entitled to payment for such holidays.

(c.) All other workers are to be paid for the above holidays after completing six months' service with the company.

(d.) All workers employed on such holidays are to be paid double time.

(e.) Annual holidays : Retort-house workers, ten consecutive days per annum ; if less than one year's service, one day for each month or part of a month, on full pay.

(f.) If at any time the manager of the company arranges with the secretary of the union to provide one or more holidays for employees (for some special purposes) who do not receive payment for special annual holidays, then it is understood that such special holiday will not apply to employees who already receive payment for annual holidays.

10. Gasfitters, other than a Miramar employee, when employed in the retort-house at Miramar shall receive 1s. per day "dirt-money" in addition to his wages.

11. No worker shall be employed for more than six hours*without sufficient time allowed for a meal.

12. No worker shall be employed coaling in the subway more than six hours in one day.

13. 1s. per day extra shall be paid to workers when employed in the subway conveyer-pit when taking in coal.

14. All workers when employed in the retort-house as bricklayer's labourers, or employed in pulling down a bed of retorts, to be paid 3d. per day extra.

15. When any worker is employed in the retort-house he shall be paid retort-house rates of pay.

Termination of Engagement.

16. Not less than seven days' notice shall be given by either employer or employee of their intention to terminate the employment. This clause is not to apply to workers who have not been employed more than three weeks.

Payment of Wages.

17. All wages shall be paid weekly, and in the employer's time, where possible.

Overtime.

18. All workers employed by the Wellington Gas Company who are required to work overtime shall be paid at the following rates : For the first three hours, time and a half ; and thereafter double time until the recognized time arrives for such workers to start their next regular work.

Preference.

19. (a.) If the company shall hereafter engage any worker coming within the scope of this agreement who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally

qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this agreement of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 1s. per week, or 10s. per quarter.

Disputes Committee.

20. The essence of this agreement is that the work of the employer shall proceed in the customary manner, and shall not on any account whatsoever be impeded. It is provided that if any dispute or difference shall arise between the parties bound by this agreement or any of them, whether as to the construction or meaning, or as to any other matter whatsoever arising out of or connected therewith, every such dispute or difference as the same shall arise shall be referred to a committee composed of not more than three representatives of the union and the management of the company. If no decision is arrived at the committee shall submit the points in dispute to some independent person to be unanimously chosen by it, and if his decision is not acceptable to both parties either party may appeal to the Court of Arbitration upon giving written notice of such appeal to the other party within fourteen days after such decision has been given.

21. This agreement shall apply to all manual workers employed by the Wellington Gas Company, with the following exemption, that engine-drivers and engineers are exempt.

Termination of Agreement.

22. This agreement shall come into force on the 1st day of December, 1923, and continue in force until the 30th day of November, 1924.

Signed on behalf of the Wellington City Gasworks Employees' Industrial Union of Workers—

[SEAL.]

L. GLOVER, Secretary.

Witness to signature—Jas. Roberts.

Signed on behalf of the Wellington Gas Company (Limited)—

[SEAL.]

H. BEAUCHAMP,
GERALD FITZGERALD, } Directors.

Witness to signatures—M. J. Kennedy, General Manager.

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.